SOCIAL SECURITY

Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Signed at Canberra September 27, 2001

with

Administrative Arrangement

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

AUSTRALIA

Social Security

Agreement signed at Canberra September 27, 2001;
Entered into force October 1, 2002.
With administrative arrangement.

AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF AUSTRALIA
ON
SOCIAL SECURITY

The Government of the United States of America and the Government of Australia (hereinafter "the Parties"),

Being desirous of regulating the relationship between their two countries with respect to social security benefits and coverage, have agreed as follows:

PART I

General Provisions

Article 1

Definitions

1. For the purpose of this Agreement:

(a) "Agency" means,

as regards the United States, the Social Security Administration, and

as regards Australia, the institution or agency responsible for the administration of the laws;

(b) "benefit" means, in relation to a Party, a benefit, pension or allowance for which provision is made in the laws of that Party, and includes any additional amount, increase or supplement for which a beneficiary is qualified but, for Australia, does not include any benefit, payment or entitlement under the law concerning the superannuation guarantee;

(c) "carer payment" means, in relation to Australia, a carer payment payable to the partner of a person in receipt of an Australian benefit;

(d) "Competent Authority" means,

as regards the United States, the Commissioner of Social Security, and

as regards Australia, the Secretary of the Commonwealth Department responsible for the laws specified in subparagraph 1(b)(i) of Article 2 except in relation to the application of Part II of the Agreement (including the application of other Parts of the Agreement as they affect the application of that Part) where it means the Commissioner of Taxation or an authorized representative of the Commissioner;

(e) "laws" means,

as regards the United States, the laws and regulations specified in subparagraph 1(a) of Article 2; and

as regards Australia, the laws specified in subparagraph 1(b)(i) of Article 2 except in relation to the application of Part II of the Agreement (including the application of other Parts of the Agreement as they affect the application of that Part) where it means the laws specified in subparagraph 1(b)(ii) of Article 2;

(f) "national" means,

as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act, as amended, and

as regards Australia, a citizen of Australia;

(g) "period of Australian working life residence", in relation to a person, means, unless otherwise provided in this Agreement, a period:

(i) defined as such in the laws of Australia; and

(ii) during which the person was employed or self-employed or the person's employer was subject to the laws specified in subparagraph 1(b)(ii) of Article 2;

but does not include any United States period of coverage deemed pursuant to Article 9 to be a period in which that person was an Australian resident.

(h) "social security laws" means, in relation to Australia, all the Acts forming the social security law without any limitation, including the limitation imposed by Article 2;

(i) "United States period of coverage" means a period credited as a quarter of coverage under the laws of the United States, or any equivalent period that may be used to establish the right to a benefit under the laws of the United States;

(j) "widowed person" means, in relation to Australia, a person who stops being a partnered person because of the death of the person's partner, but does not include a person who has a new partner.

2. Any term used in this Agreement and not defined in this Article shall have the meaning assigned to it in the applicable laws.

Article 2

Scope

1. For the purpose of this Agreement, the applicable laws are:

(a) As regards the United States, the laws governing the Federal old-age, survivors, and disability insurance program:

-- Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

-- Chapters 2 and 21 of the Internal Revenue Code of 1986 and regulations pertaining to those chapters;

(b) As regards Australia,

(i) the Acts forming the social security law insofar as the law provides for, applies to or affects the following benefits:

(A) age pension;
(B) disability support pension for the severely disabled;
(C) pensions payable to widowed persons; and
(D) carer payment.

(ii) the law concerning the superannuation guarantee (which at the time of signature of this Agreement is contained in the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992 and the Superannuation Guarantee (Administration) Regulations).

2. Notwithstanding the provisions of paragraph 1(b), this Agreement shall apply to women who are receiving wife pension at the date this Agreement comes into force and who are the wives of:

   (a) persons receiving age pension; or

   (b) persons receiving disability support pension for the severely disabled.

3. Unless otherwise provided in this Agreement, the laws referred to in paragraph 1 shall not include treaties or other international agreements on social security that may be concluded between one of the Parties and a third State, or laws or regulations promulgated for their specific implementation.

4. This Agreement shall also apply to future laws which amend or supplement the laws specified in paragraph 1 of this Article.

Article 3

Personal Scope

This Agreement shall apply to any person who:

(a) is or has been an Australian resident, or
(b) is or has been subject to the laws of Australia, or
(c) is or has been subject to the laws of the United States

and, where applicable, to other persons in regard to the rights they derive from a person described above.

Article 4

Equality of Treatment

Persons designated in Article 3 who reside in the territory of a Party shall receive equal treatment with nationals of that Party in the application of its laws regarding eligibility for and the payment of benefits.

Article 5

Export of Benefits

1. Unless otherwise provided in this Agreement, any provision of the laws of a Party which restricts entitlement to or payment of benefits solely because the person resides outside or is absent from the territory of that Party shall not be applicable to the persons who reside in the territory of the other Party.

2. Where the laws of a Party provide or allow that a benefit be payable in a third country, then that benefit, when payable by virtue of Part III, is also payable in that third country.

3. Where qualification for an Australian benefit is subject to limitations as to time, then references to Australia in those limitations shall be read also as references to the United States when that benefit is payable by virtue of this Agreement.

4. A benefit payable by a Party by virtue of this Agreement or under its laws shall be paid by that Party without the deduction of administrative fees and charges by the government or the corresponding Competent Authority for processing and paying that benefit, when the person qualifying for the benefit is in the territory of the other Party.

5. Any provisions of Australian laws which prohibit the payment of an Australian benefit to a former Australian resident who:

(a) returns to Australia to again become an Australian resident;
(b) claims an Australian benefit; and
(c) departs Australia within a period specified in that law,

shall not apply to a person who receives that benefit by virtue of the Agreement.

6. Section 202(t)(11)(E) of the Social Security Act of the United States shall not apply to an Australian national unless he or she is a resident of the United States, Australia or a third country with which the United States has a Social Security agreement in force concluded pursuant to section 233 of the Social Security Act.

PART II

Provisions Concerning Applicable Laws

Article 6

Coverage Provisions

1. This Part only applies, with respect to an employee, or the employer of that employee, where either or both of the following circumstances occur:

(a) without the application of this Part an employee or the employer of that employee would otherwise be covered by both the laws of Australia and the United States;

(b) the employee has been sent from the territory of the United States to the territory of Australia in accordance with paragraph 3 and, based upon documentation issued by the Agency of the United States, the employee and employer are subject to United States laws.

2. Except as otherwise provided in this Article, a person employed within the territory of one of the Parties and the person's employer shall, with respect to that employment, be subject to the laws of only that Party.

3. Where a person who is normally employed in the territory of one Party by an employer in that territory is sent by that employer to the territory of the other Party for a temporary period, the person and the person's employer shall be subject to the laws of only the first Party as if the employee were employed in the territory of the first Party provided that the period of employment in the territory of the other Party is not expected to and does not exceed 5 years. After 5 years, any further period of employment shall be subject to the laws of the other Party.

4. For the purposes of applying paragraph 3 in the case of an employee who is sent from the territory of the United States by an employer in that territory to the territory of Australia, that employer and an affiliated company of the employer (as defined under the laws of the United States) shall be considered one and the same, provided that the employment would have been covered under United States laws in the absence of this Agreement.

5. For the purposes of applying paragraph 3 in the case of an employee who is sent from the territory of Australia by an employer in that territory to the territory of the United States, that employer and a related entity of the employer shall be considered one and the same. An entity is a related entity of an employer if the entity and the employer are members of the same wholly or majority owned group.

6. Paragraph 3 shall apply where a person who has been sent by his or her employer from the territory of a Party to the territory of a third State is subsequently sent by that employer from the territory of the third State to the territory of the other Party.

7. Where a person who is a resident of the United States works in the capacity of a self-employed person, the person shall be subject to the laws of only the United States.

8. Where a national of the United States who is a resident of Australia works in the capacity of a self-employed person, the person shall not be subject to the laws of the United States.

9. Where the same activity is considered to be self-employment under the laws of one Party and employment under the laws of the other Party, that activity shall be treated according to the provisions of this Article concerning self-employment.

10. A person, or that person's employer, who would otherwise be covered under the laws of both Parties with respect to employment of that person as an officer or member of a crew on a ship or aircraft shall, with respect to that employment, be subject only to the laws of the Party of which that person is a resident.

11. This Agreement shall not affect the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, or of the Vienna Convention on Consular Relations of April 24, 1963.

12. If an employee:

(i) is subject to the laws of one Party ("the first Party");

(ii) was sent, whether before, on or after the entry into force of this Agreement, by the Government of the first Party to work in the territory of the other Party ("the second Party");

(iii) is working in the territory of the second Party in the employment of the Government of the first Party;

(iv) is not working permanently in the territory of the second Party; and

(v) is not exempt from the laws of the second Party by virtue of the conventions mentioned in paragraph 11;

the Government of the first Party and the employee shall be subject only to the laws of the first Party, and, if the spouse of the employee also meets the conditions specified in subparagraphs (iii)-(v), the spouse and the Government of the first Party shall be subject only to the laws of the first Party for that employment. For the purposes of this paragraph, "Government" includes, in relation to the United States, an instrumentality of the United States and, in relation to Australia, a political subdivision or local authority of Australia.

13. The Competent Authorities of the two Parties may for the purposes of this Article by agreement in writing:

(a) extend the period of 5 years referred to in paragraph 3 for any employee; or

(b) provide that an employee is deemed to work in the territory of a particular Party or on a ship or aircraft in international traffic under the laws of a particular Party and is subject only to the laws of that Party.

14. Any agreement made under paragraph 13 may apply to either or both of the following:

(a) a class of employees;

(b) particular work or a particular type of work (including work that has not occurred at the time such agreement is made).

PART III

Provisions on Benefits

Article 7

United States Benefits

1. Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient periods of coverage to satisfy the requirements for entitlement to benefits under United States laws, the Agency of the United States shall take into account, for the purpose of establishing entitlement to benefits under this Article, periods of Australian working life residence which do not coincide with periods of coverage already credited under United States laws.

2. In determining eligibility for benefits under paragraph 1 of this Article, the Agency of the United States shall credit one quarter of coverage for every three months of Australian working life residence certified by the Agency of Australia; however, no period of Australian working life residence shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.

3. Where entitlement to a benefit under United States laws is established according to the provisions of paragraph 1, the Agency of the United States

shall compute a pro rata Primary Insurance Amount in accordance with United States laws based on (a) the person's average earnings credited exclusively under United States laws and (b) the ratio of the duration of the person's periods of coverage completed under United States laws to the duration of a coverage lifetime as determined in accordance with United States laws. Benefits payable under United States laws shall be based on the pro rata Primary Insurance Amount.

4. Entitlement to a benefit from the United States which results from paragraph 1 shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to an equal or higher benefit without the need to invoke the provision of paragraph 1 of this Article.

Article 8

Residence or Presence in the United States or a Third State for Australian Benefits

1. Where a person would be qualified under the laws of Australia or by virtue of this Agreement for a benefit except for not being an Australian resident and in Australia on the date on which the claim for that benefit is lodged, but:

   (a) is an Australian resident or residing in the United States or a third State with which Australia has concluded an agreement on social security that includes provision for cooperation in the assessment and determination of claims for benefits; and

   (b) is in Australia, or the United States or that third State,

that person, so long as he or she has been an Australian resident at some time, shall be deemed, for the purpose of lodging that claim, to be an Australian resident and in Australia on that date.

2. For the purposes of qualification for a carer payment as defined in this Agreement, which is payable by virtue of this Agreement, a person who is in the United States shall be regarded as being in Australia.

Article 9

Totalization in Relation to Australian Benefits

1. Where a person to whom this Agreement applies has claimed an Australian benefit under this Agreement and has accumulated:

   (a) a period as an Australian resident that is less than the period required to qualify that person, on that ground, for that benefit under the laws of Australia;

   (b) a period of Australian working life residence equal to or greater than the period identified in accordance with paragraph 4 for that person; and

   (c) a United States period of coverage,

   then for the purposes of a claim for that Australian benefit, that United States period of coverage shall be deemed, only for the purposes of meeting any minimum qualifying periods for that benefit set out in the laws of Australia, to be a period as an Australian resident.

2. For the purposes of paragraph 1, where a person:

(a) has been an Australian resident for a continuous period which is less than the minimum continuous period required by the laws of Australia for entitlement of that person to a benefit; and

(b) has accumulated United States periods of coverage in two or more separate periods that equal or exceed in total the period referred to in subparagraph (a),

the total of the United States periods of coverage shall be deemed to be one continuous period.

3. For all purposes of this Article, where a period as an Australian resident and a United States period of coverage coincide, the period of coincidence shall be taken into account once only by Australia as a period as an Australian resident but when it is not possible for the United States Agency to determine the time when specific periods of coverage were completed in any one calendar year, it shall be assumed that those periods of coverage do not coincide with periods in that year as an Australian resident but in no case shall the total of all those periods exceed one calendar year.

4. The minimum period of Australian working life residence to be taken into account for the purposes of paragraph 1 shall be:

(a) for the purposes of an Australian benefit that is payable to a person who is outside Australia, the minimum period required shall be 12 months, of which at least 6 months must be continuous; and

(b) for the purpose of an Australian benefit that is payable to a person who is in Australia, there shall be no minimum period.

Article 10

Calculation of Australian Pro-Rata Benefits

1. Subject to paragraphs 2, 3 and 4, where an Australian benefit is payable by virtue of this Agreement or otherwise, to a person who is outside Australia the rate of that benefit shall be determined according to the laws of Australia but, when assessing the income of that person for the purposes of calculating the rate of the Australian benefit, only a proportion of any United States benefit paid to that person under the laws specified in Article 2(1)(a) shall be regarded as income. That proportion shall be calculated by multiplying the number of whole months accumulated by that person in a period of working life residence in Australia (not exceeding 300) by the amount of that United States benefit and dividing that product by 300.

2. A person referred to in paragraph 1 shall be entitled to receive the concessional assessment of income described in that paragraph only for any period during which the rate of that person's Australian benefit is proportionalized under the laws of Australia.

3. When an Australian benefit is payable by virtue of this Agreement or otherwise to a person who is outside Australia, benefits payable under the Supplemental Security Income program of the United States and other benefits of a similar character payable under the laws of the United States or any political subdivision thereof shall not be counted as income for the purposes of calculating the rate of an Australian benefit.

4. The provisions in paragraphs 1 and 3 shall continue to apply for 26 weeks where a person returns temporarily to Australia.

5. Subject to the provisions of paragraphs 6 and 7, where an Australian benefit is payable by virtue of this Agreement to a person who is in Australia, the rate of that benefit shall be determined by:

(a) calculating that person's income according to the laws of Australia but disregarding in that calculation any United States benefit received by that person and by the partner of that person;

(b) deducting the amount of the United States benefit received by that person from the maximum rate of that Australian benefit; and

(c) applying to the remaining benefit obtained under subparagraph (b) the relevant rate calculation set out in the laws of Australia, using as the person's income the amount calculated under subparagraph (a).

6. The provisions in paragraph 5 shall continue to apply for 26 weeks where a person departs temporarily from Australia.

7. Where the rate of a benefit calculated in accordance with paragraph 5 is less than the rate of that benefit which would be payable under paragraph 1 if the person concerned were outside Australia, the first-mentioned rate shall be increased to an amount equivalent to the second-mentioned rate.

8. Where a member of a couple is, or both that person and his or her partner are, entitled to a United States benefit or benefits, each of them shall be deemed, for the purpose of paragraphs 1 and 5 and for the laws of Australia, to be entitled to half of either the amount of that benefit or total of both of those benefits, as the case may be.

Article 11

Australian Working Life Residence

For the purposes of Articles 9 and 10, a period of Australian working life residence in relation to a person means a period defined as such in the laws of Australia.

PART IV

Miscellaneous Provisions

Article 12

Administrative Arrangements

The Competent Authorities of the two Parties shall:

(a) make all necessary administrative arrangements for the implementation of this Agreement and designate liaison agencies;

(b) communicate to each other information concerning the measures taken for the application of this Agreement; and

(c) communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

Article 13

Exchange of Information and Mutual Assistance

1. The Competent Authorities and the Agencies of the Parties, within the scope of their respective authorities, shall assist each other in implementing this Agreement. This assistance shall be free of charge, subject to exceptions to be agreed upon in an administrative arrangement.

2. Unless otherwise required by the national statutes of a Party, information about an individual which is transmitted in accordance with the Agreement to that Party by the other Party shall be used exclusively for purposes of implementing the Agreement. Such information received by a Party shall be governed by the national statutes of that Party for the protection of privacy and confidentiality of personal data.

3. In no case shall paragraphs 1 or 2 be construed so as to impose on the Competent Authority or an Agency of a Party the obligation:

(a) to carry out administrative measures at variance with the statutes or the administrative practice of that or of the other Party; or

(b) to furnish information which is not obtainable under the statutes or in the normal course of the administrative practice of that or of the other Party.

Article 14

Documents

1. Where the laws of a Party provide that any document which is submitted to the Competent Authority or Agency of that Party shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to corresponding documents which are submitted to the Competent Authority or Agency of the other Party in the application of this Agreement.

2. Documents and certificates which are presented for purposes of this Agreement shall be exempted from requirements for authentication by diplomatic or consular authorities.

3. Copies of documents which are certified as true and exact copies by the Agency of one Party shall be accepted as true and exact copies by the Agency of the other Party, without further certification. The Agency of each Party shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article 15

Correspondence

The Competent Authorities and Agencies of the Parties may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement.

Article 16

Applications for Benefits

1. A written application for benefits filed with the Agency of one Party shall protect the rights of the claimants under the laws of the other Party if the applicant requests that it be considered an application under the laws of the other Party.

2. If an applicant has filed a written application for benefits with the Agency of one Party and has not explicitly requested that the application be restricted to benefits under the laws of that Party, the application shall also protect the rights of the claimants under the laws of the other Party if the applicant provides information at the time of filing indicating that the person on whose record benefits are claimed has completed periods under the laws of the other Party, as defined in subparagraphs 1(g)(i) or 1(i) of Article 1.

3. The provisions of Part III shall apply to benefits under United States laws only if an application is filed on or after the date this Agreement enters into force.

Article 17

Determination of Claims

1. In determining the eligibility or entitlement of a person to a benefit by virtue of this Agreement:

   (a) a period as an Australian resident and a United States period of coverage; and

   (b) any event which is relevant to that eligibility or entitlement,

   shall, subject to this Agreement, be taken into account to the extent that those periods or those events are applicable in regard to that person and whether they were accumulated or occurred before, on or after the date on which this Agreement enters into force. However, neither Party shall take into account such periods of coverage or residence that occurred prior to the earliest date for which periods of coverage or residence may be credited under its laws.

2. Where:

   (a) a benefit is paid by the United States to a person in respect of a past period whether by virtue of this Agreement or otherwise; and

   (b) for all or part of that period, Australia has paid to that person a pension, benefit or allowance under its social security laws; and

(c) the amount of the pension, benefit or allowance paid by Australia would have been reduced had the benefit paid by the United States been paid during that period;

then

(d) the amount that would not have been paid by Australia had the benefit described in subparagraph (a) been paid on a periodical basis throughout that past period, shall be a debt due by that person to Australia and may be recovered by Australia; and

(e) Australia may recover all or part of that debt under the provisions of the Acts forming the social security law of Australia.

3. This Agreement shall not establish any claim to payment of a benefit for any period before the date of the entry into force of the Agreement, or to a lump-sum death benefit under United States laws if the person died before the date of entry into force of the Agreement.

Article 18

Prescribed Time Limits and Appeals

1. Any claim, notice or written appeal which, under the laws of one Party, must have been filed within a prescribed period with the Agency of that Party, but which is instead filed within the same period with the Agency of the other Party, shall be considered to have been filed on time.

2. A written appeal against a decision made by the Agency of one Party may be validly filed with the Agency of either Party. The appeal shall be dealt

with according to the procedure and laws of the Party whose decision is being appealed.

3. In relation to a decision made by the Agency of Australia, the reference in paragraph 2 to a written appeal is a reference to an appeal that may be made to an administrative body established by, or administratively for the purposes of, the social security laws of Australia.

Article 19

Currency

1. Payments under this Agreement may be made in the currency of the Party making the payments.

2. In case provisions designed to restrict the exchange or exportation of currencies are introduced by either Party, the Governments of both Parties shall immediately take measures necessary to ensure the transfer of sums owed by either Party under this Agreement.

Article 20

Resolution of Disputes

Any disagreement regarding the interpretation or application of this Agreement shall be resolved by consultation between the Competent Authorities.

Article 21

Supplementary Agreements

This Agreement may be amended in the future by supplementary agreements which, from their entry into force, shall be considered an integral part of this Agreement. Such agreements may be given retroactive effect if they so specify.

Article 22

Review of Agreement

Where a Party requests the other to meet to review this Agreement, the Parties shall meet for that purpose no later than 6 months after that request was made and, unless the Parties otherwise agree, their meeting shall be held in the country to which that request was made.

PART V

Transitional and Final Provisions

Article 23

Transitional Provisions

1. In applying paragraph 3 of Article 6, in the case of persons who were sent to the territory of a Party prior to the date of entry into force of this Agreement, the period of employment referred to in that paragraph shall be considered to begin on that date.

2. Determinations concerning entitlement to benefits which were made before the entry into force of this Agreement shall not affect rights arising under it.

Article 24

Entry into Force and Termination

1. This Agreement shall enter into force on the first day of the third month following the month in which notes are exchanged by the Parties through the diplomatic channel notifying each other that all constitutional or legislative matters as are necessary to give effect to this Agreement have been finalized.

2. Subject to paragraph 3, this Agreement shall remain in force until the expiration of 12 months from the date on which either Party received from the other a note through the diplomatic channel indicating the intention of the other Party to terminate this Agreement.

3. In the event that this Agreement is terminated in accordance with paragraph 2, the Agreement shall continue to have effect in relation to the benefit entitlements of all persons who:

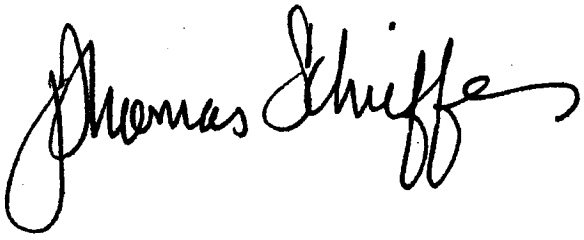
(a) at the date of termination, are in receipt of benefits; or

(b) prior to the expiry of the period referred to in that paragraph, have lodged claims for, and would be entitled to receive, benefits by virtue of this Agreement.

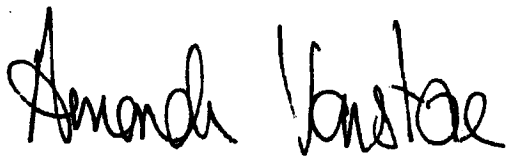
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE in duplicate at Canberra this twenty seventh day of September 2001.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF AUSTRALIA:



ADMINISTRATIVE ARRANGEMENT
FOR THE IMPLEMENTATION OF THE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF AUSTRALIA
ON SOCIAL SECURITY

The Competent Authority of the United States of America and

the Competent Authority of Australia,

In conformity with Article 12, paragraph (a), of the Agreement between the United States of America and Australia on Social Security of this date, hereinafter referred to as the "Agreement", have agreed as follows:

CHAPTER I

General Provisions

Article 1

The terms used in this Administrative Arrangement shall have the same meaning as in the Agreement.

Article 2

1. The liaison agencies referred to in Article 12, paragraph (a), of the Agreement shall be:

   (a) for the United States, the Social Security Administration,

   (b) for Australia, Centrelink, except in relation to the application of Part II of the Agreement (including the application of other Parts of the Agreement

as they affect the application of that Part) where it means the Australian Taxation Office.

2. The liaison agencies designated in paragraph 1 shall agree upon the joint procedures and forms necessary for the implementation of the Agreement and this Administrative Arrangement.

CHAPTER II

Provisions on Coverage

Article 3

1. Where the laws of a Party are applicable in accordance with any of the provisions of Article 6 of the Agreement, the Agency of that Party, upon request of the employer or self-employed person, shall, in circumstances agreed upon by the Parties, issue a certificate stating that the employee, or the employer with respect to that employee, or self-employed person is subject to those laws and indicating the duration for which the certificate shall be valid. This certificate shall be proof that the named worker and the employer in respect of the named worker are exempt from the laws on compulsory coverage of the other Party.

2. The certificate referred to in paragraph 1 shall be issued:

   (a) in the United States, by the Social Security Administration,

   (b) in Australia, by the Commissioner of Taxation or an authorized representative of the Commissioner.

3. The Agency of a Party which issues a certificate referred to in paragraph 1 shall furnish a copy of the certificate or agreed details of the certificate to the liaison agency of the other Party as needed by the latter Agency.

CHAPTER III

Provisions on Benefits

Article 4

1. Applications for benefits under the Agreement shall be submitted on forms to be agreed upon by the liaison agencies of the two Parties.

2. The Agency of the Party with which an application for benefits is first filed in accordance with Article 16 of the Agreement shall provide the liaison agency of the other Party with such evidence and other information as may be required to complete action on the claim.

3. The Agency of a Party which receives an application that was first filed with an Agency of the other Party shall without delay provide the liaison agency of that other Party with such evidence and other available information as may be required for it to complete action on the claim.

4. The Agency of the Party with which an application for benefits has been filed shall verify the information pertaining to the applicant and the applicant's family members. The types of information to be verified shall be agreed upon by the liaison agencies of both Parties.

CHAPTER IV

Miscellaneous Provisions

Article 5

In accordance with measures to be agreed upon pursuant to Article 2, paragraph 2, of this Administrative Arrangement, the Agency of one Party shall, upon request of the Agency of the other Party, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement.

Article 6

The liaison agencies of the two Parties shall exchange statistics on the number of certificates issued under Article 3 of this Administrative Arrangement and on the payments made to beneficiaries under the Agreement. These statistics shall be furnished annually in a form to be agreed upon.

Article 7

1. Where administrative assistance is requested under Article 13 of the Agreement, expenses other than regular personnel and operating costs of the Agency providing the assistance shall be reimbursed, except as may be agreed to by the Competent Authorities or liaison agencies of the Parties.

2. Upon request, the liaison agency of either Party shall furnish without cost to the liaison agency of the other Party any medical information and documentation in its possession relevant to the disability of the claimant or beneficiary.

3. Where the Agency of a Party requires that a person in the territory of the other Party who is receiving or applying for benefits under the Agreement submit to a medical examination, such examination, if requested by that Agency, shall be arranged by the liaison agency of the other Party in accordance with the rules of the Agency making the arrangements and at the expense of the Agency which requests the examination.

4. The liaison agency of one Party shall reimburse amounts owed under paragraph 1 or 3 of this Article upon presentation of a statement of expenses by the liaison agency of the other Party.

Article 8

This Administrative Arrangement shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

DONE in duplicate at Canberra on this twenty seventh day of September 2001.

For the Competent Authority
of the United States of America:

For the Competent Authority
of Australia: